

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

E CENTER

and

**Cases 20-CA-124323
20-CA-125698**

**SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 1021, CLC**

SUPPLEMENTAL ORDER

On December 30, 2014, the Board issued its Order adopting the Administrative Law Judge's recommended Decision in the above cases, directing E Center (the Respondent) to, *inter alia*, make bargaining unit employees whole for any losses they suffered as a result of the Respondent's unfair labor practices in violation of Section 8(a)(5) of the National Labor Relations Act. On March 12, 2015, the United States Court of Appeals for the Ninth Circuit entered its judgment in Civil No. 15-70119, enforcing in full the Board's Order.

Thereafter, the Region issued a Compliance Specification on March 25, 2016, alleging that the Respondent is obligated to pay interest on payments made to bargaining unit employees, and backpay totaling \$44,847.25, plus interest.

Following issuance of the Compliance Specification, the parties reached an agreement on a written Formal Compliance Stipulation (the Stipulation) providing for payment by the Respondent of unpaid interest in the amount of \$3,160 for employee medical expenses, \$44,847.25 in backpay, \$2,780.53 for its share of FICA, and \$650.29 for its share of Medicare taxes. The Stipulation specifically provides that all parties waive the filing of an answer to the Compliance Specification, hearing, Administrative Law Judge's Supplemental Decision, the filing of exceptions and briefs, oral argument before the Board, the making of findings of fact or conclusions of law by the Board, and all further proceedings to which the parties may be entitled to under the Act or the Board's Rules and Regulations.

The Stipulation also provides that the Stipulation, together with the Compliance Specification, the Board's unpublished Order adopting the Administrative Law Judge's Decision and Recommended Order dated December 30, 2014, and the Ninth Circuit's March 12, 2015 Order constitute the entire record herein.

Pursuant to the Stipulation, the United States Court of Appeals for any appropriate circuit, upon application by the Board, may enter its judgment enforcing the Supplemental Order of the Board. The Respondent waives all defenses to the entry of the judgment, including compliance with the Supplemental Order of the Board, and its right to receive notice of the filing of an application for entry of such judgment.

The Stipulation is approved and made a part of the record herein, and the proceeding is transferred to and continued before the Board in Washington, D.C. for the entry of a Supplemental Order pursuant to the provisions of the Stipulation.

Upon the basis of the Stipulation and the entire record in the case, and pursuant to Section 10(C) of the National Labor Relations Act, as amended, the National Labor Relations Board orders the following:

The Respondent, E Center, its officers, agents, successors, and assigns, shall take the following affirmative action to effectuate the policies of the National Labor Relations Act, as amended:

(a) Within 14 days of the date of this Order, pay \$3,160 in unpaid interest on the medical expenses payments made to bargaining unit employees on March 21, 2016, \$44,847.25 for lost wages and benefits for the spring break remedy, plus interest, \$2,780.53 for the Respondent's share of Federal Insurance Contributions Act (FICA) on wages, and \$650.29 for the Respondent's share of Medicare taxes on wages. The Respondent shall pay the FICA rate in effect at the time payment is made.

(b) Post the Notice of Employees as ordered by the Board and attached hereto as Appendix. Copies of the Notice will be forwarded to Respondent by Region 20 of the Board after Board approval of the Stipulation.

Dated, Washington, D.C., June 10, 2016.

By direction of the Board:

/s/ Farah Qureshi
Associate Executive Secretary

APPENDIX

**NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

**POSTED PURSUANT TO A
SUPPLEMENTAL ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose representatives to bargain with us on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

After a trial at which we appeared, argued and presented evidence, the National Labor Relations Board has found that we violated the National Labor Relations Act and has directed us to post this notice to employees and to abide by its terms.

WE WILL NOT refuse to bargain in good faith with Service Employees International Union, Local 1021, CLC as the exclusive collective-bargaining representative of its employees in the following collective-bargaining unit:

All regular employees of E Center's Head Start Programs in the following classifications:

Head Start: Bus Driver, Cook Aide, Cook, ERSEA Specialist, Family Educator, Family Service Worker, Janitor, Lead Transporter, Secretary, Teacher/Family Educator, Teacher, Teacher Aide, Teacher Assistant, Transporter, Transportation Aide.

Early Head Start: Infant Toddler Home Base Aide, Infant Toddler Family Educator.

Migrant Head Start: Associate Family Advocate, Associate Teacher, Bus Driver, Cook, Cook Aide, ERSEA Specialist, Family Advocate/Family Childcare Specialist, Family Advocate, Groundskeeper, Health and Nutrition Specialist, Secretary, Teacher Assistant, Teacher, Transportation Aide.

Shared: Health & Nutrition Specialist, Education/ Special Needs Specialist, Facilities Specialist, Secretary, Receptionist.

WE WILL NOT unilaterally and without bargaining with the Union:

Change our spring break from 5 to 10 days.
Change our bargaining unit employees' health care plans.

WE WILL NOT refuse to furnish or unreasonably delay in furnishing the Union with relevant and necessary information.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of rights guaranteed by Section 7 of the Act.

WE WILL recognize and on request, bargain collectively with the Union as the exclusive representative of our employees in the above described unit with respect to wages, hours, and other terms and conditions of employment.

WE WILL at the request of the Union, rescind our extended spring break from 10 to 5 days.

WE WILL at the request of the Union rescind our unilaterally implemented health care plans and reinstate the health plans called for in the 2009–2012 collective-bargaining agreement.

WE WILL make whole all employees affected by our unilateral changes to the length of spring break in 2014 and our employees' health care plans, including payments for additional premiums, costs and deductibles and out of pocket expenses for dependents.

E CENTER

The Board's decision can be found at <https://www.nlr.gov/case/20-ca-124323> or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

